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5 Great American Insurance Company
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11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE DISTRICT OF OREGON
13

15 GREAT AMERICAN INSURANCE
16 COMPANY, an Ohio corporation.

17 Plaintiff,

18 v.

19 NORBERTO MENDOZA, an Oregon
20 individual; OLGA GOMEZ, an Oregon
21 individual; LOBEL FINANCIAL
22 CORPORATION, a California corporation;
23 OREGON COMMUNITY CREDIT UNION,
24 an Oregon credit union; CROSS POINT NW,
25 INC. an Oregon corporation; and DOES 1-30,

26 Defendants.

No.: 3:18-cv-01381 BR

FINAL JUDGMENT BY STIPULATION

25 This matter came before the Court on stipulation of the parties appearing herein, and
26

1 Plaintiff Great American Insurance Company (“GAIC”) appearing by and through its
 2 attorney H. Lee Cook, Defendant Norberto Mendoza appearing by and through his attorney
 3 Young Walgenkim, Defendant Olga Gomez appearing by and through her attorney Jeremiah
 4 Ross, Oregon Community Credit Union appearing by and through its attorney Scott Mitchell
 5 and Crosspoint NW, Inc. appearing by and through its attorney Michael Kavanaugh, and
 6 Defendant Lobel Financial Corporation dismissing its claims on the bond with prejudice, and
 7 the Does having been defaulted after being served by publication for four weeks, concluding
 8 on November 9, 2018, with no additional claims asserted, and the court having reviewed the
 9 files and records herein and the stipulation of the parties hereto, and being otherwise fully
 10 advised in the premises, finds, as follows:

12 GAIC posted on behalf of New Generation Motorz its Oregon Motor Vehicle Dealer
 13 Bond (“Bond”) No. E121482 at all times subject to and limited by ORS 822.030 et. seq. in
 14 the penal sum of \$40,000 payable unto the State of Oregon, as Obligee, originally effective
 15 November 3, 2016. Payment of the bond proceeds to non-consumer claimants is limited by
 16 ORS 822.030(3) to \$20,000. The claims upon the Bond exceed the penal limit of the Bond.
 17

18 GAIC contends in this action that it is entitled to an Judgment allowing it to
 19 interplead the proceeds of Bond No. E121482 available to all claimants, \$40,000.00, and that
 20 upon interpleader and payment of the funds, GAIC shall be discharged from all claims that
 21 were or could have been made, that the claimants to the bond shall satisfy their claims and
 22 judgments out of the proceeds of the bond so interpled and paid into the registry of this court.
 23

24 GAIC, upon payment as provided, shall be fully exonerated and discharged with
 25 respect to all obligations and liabilities as surety under the bond and all claimants,
 26

1 and each of them, shall be enjoined and restrained from making any claims against GAIC
 2 and from filing or prosecuting any lawsuit on the bond, except in this interpleader suit.

3 The following Defendants who have appeared in this matter suffered losses in the
 4 following amounts, as a result of New Generation Motorz' fraud, breach of the underlying
 5 transactions between each of the below listed Defendants and New Generation Motorz, and
 6 the acts and omissions of New Generation Motorz, in the amounts indicated below:

| | |
|---|---------------------|
| 7 1. Norberto Mendoza | \$ 21,388.00 |
| 8 2. Olga Gomez | \$ 3,372.00 |
| 9 3. Oregon Community Credit Union | \$ 3,880.00 |
| 10 4. Cross Point NW, Inc. | \$ 10,880.00 |
| 11 Total: | \$ 39,520.00 |

13 The Defendants and parties to this stipulation, have agreed to the following pro rata
 14 distribution of the Bond proceeds, \$40,000.00, and have agreed that the Clerk of Court
 15 should distribute the amounts detailed below by checks to the addresses provided and
 16 payable as noted below. The distribution of the Bond proceeds as agreed by the parties and
 17 to which the parties have stipulated, is just and appropriate, under the circumstances, as
 18 follows:

| <u>Judgment Creditors:</u> | <u>Amount:</u> |
|-----------------------------------|---|
| 20 1. Norberto Mendoza | <u>\$ 21,388.00</u> |
| 21 <u>PAYABLE TO:</u> | <u>"Hanson & Walgenkim Client Trust Account"</u> |
| 22 | C/O Young Walgenkim |
| 23 | Hanson & Walgenkim, LLC |
| 24 | 838 Commercial Street NE |
| 25 | Salem, OR 97301 |

1
2. Olga Gomez \$ 3,372.00

3 **PAYABLE TO:** **"Ross Law Client Trust Account"**
4 C/O Jeremiah Ross
5 Ross Law, LLC
1207 SW 6th Avenue
Portland, OR 97204

6
7. Oregon Community Credit Union \$ 3,880.00

8 **PAYABLE TO:** **"Oregon Community Credit Union"**
9 C/O Scott Mitchell
10 Monson Law Office
11 1865 NW 169th Place, Suite 208
Beaverton, OR 97006

12 4. Cross Point NW, Inc.

13 **PAYABLE TO:** **"Cross Point NW, Inc."** \$ 10,880.00
14 C/O Michael J. Kavanaugh
5530 SE Center St.
Portland, OR 97206

16 5. Great American Insurance Company

17 **PAYABLE TO:** **"Great American Insurance Co."** \$480.00
18 C/O H. Lee Cook, OSB #861724
4207 SE Woodstock Blvd., Ste. 423
19 Portland, OR 97206

20 **Total:** \$40,000.00

21 IT IS FURTHER ORDERED AND ADJUDGED that GAIC shall be fully exonerated

22 and discharged with respect to all of its obligations and liabilities as surety under the Bond
23 and all claimants, and each of them, known or unknown, shall be enjoined and restrained

24 ///

1 from making any claims against GAIC and from filing or prosecuting any lawsuit on the
2 bond, except in this interpleader suit.

3 DATED this 13th day of December, 2018.

5 
6
7 ANNA J. BROWN
8 United States Senior District Judge

10
11 **IT IS SO STIPULATED:**
12

13 /s/ H. Lee Cook
14 H. Lee Cook, OSB # 861724
Of Attorneys for Plaintiff
Great American Insurance Company

15
16
17 Dated December 11, 2018
18

19
20 /s/ Young Walgenkim
21 Young Walgenkim, OSB # 124900
Attorney for Mendoza

22 Dated December 11, 2018
23

24 /s/ Jeremiah V. Ross
25 Jeremiah V. Ross, OSB # 105980
Attorney for Gomez

26 Dated December 11, 2018
27

28 /s/ Scott Mitchell
29 Scott Mitchell, OSB # 114644 Dated December 11, 1018
30 Attorney for Oregon Community Credit Union

1 /s/ Michael Kavanaugh
1 Michael Kavanaugh, OSB # 75057
2 Attorney for Cross Point NW, Inc.

Dated December 11, 2018

3 **SUBMITTED BY:**

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